

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

IN THE OFFICES OF
ADMINISTRATIVE HEARINGS
16 DHR 5176

LTC Solomon Woods, Dr. LaVonda Woods
and Woods Investment Enterprise, LLC,
Petitioners,

v.

Sampson County Health Department; Sampson
County Health Department, Environmental
Health Division; the North Carolina
Department of Environment and Natural
Resources, Division of Environmental Health;
the North Carolina Department of Health and
Human Services, Division of Environmental
Health; the North Carolina Department of
Health and Human Services, Environmental
Health Section; and the North Carolina
Department of Health and Human Services,
Division of Public Health, On-Site Water
Protection.

Respondents.

SETTLEMENT AGREEMENT

The above captioned matter is currently pending for a contested case hearing in the Office of Administrative Hearings. The Parties in this matter are LTC Solomon Woods, Dr. LaVonda Woods and Woods Investment Enterprise, LLC ("Petitioners") and Sampson County Health Department; Sampson County Health Department, Environmental Health Division; the North Carolina Department of Health and Human Services, Division of Environmental Health; the North Carolina Department of Health and Human Services, Environmental Health Section; and the North Carolina Department of Health and Human Services, Division of Public Health, On-Site Water Protection ("Respondents"). The parties have determined that it is in each of their best interests to settle and to compromise this disputed matter pursuant to N.C.G.S. §150B-31(b) upon the following terms and conditions:

ENTERED SEP 26 2016

1. Petitioners shall provide a soil evaluation from Thomas J. Boyce, NCLSS, RS, that contains his soil evaluation of the system area. That soil evaluation is attached as **Exhibit A**, and is incorporated by reference;

2. Petitioners shall provide pump specifications and pressure manifold design. Those pump specifications and manifold design are attached as **Exhibit A**, and are incorporated by reference;

3. Petitioners shall submit a new application for a 6 bedroom (12 person or less) improvements permit and construction authorization for a system that will use the lower 2 currently existing 67' lines and 4 new 65' Accepted lines (25% reduction for Accepted line length equivalent to an 87' Conventional gravel line) based on an amended design from Thomas J. Boyce similar to his design dated June 11, 2016 and as agreed to at mediation on August 5, 2016. The new application and amended design are attached as **Exhibit A**, and are incorporated by reference. The Petitioners shall also execute a relinquishment of appeal rights as to the revocation of the prior permit, which shall not occur until immediately before issuance of the new permit. An unsigned copy of that relinquishment is attached as **Exhibit B**.

4. Respondents shall waive the application fee for the new application referenced in term 3, above.

5. If terms 1 through 3, above, are completed, then the Respondents shall simultaneously with term 3 issue a new improvements permit and construction authorization for the 6 bedroom (12 or less person) system referenced in term 3 and in the application. If not, then the Respondents shall issue the improvements permit and construction authorization immediately upon completion of terms 1 through 3, above.

6. Respondents shall pay the Petitioners, LTC Solomon Woods and Dr. LaVonda

Woods, Ten Thousand and No/100 Dollars (\$10,000.00) no later than November 3, 2016.

Respondents will make every effort to make this payment well in advance of that date.

7. Upon completion of terms 1 through 6, above, the Petitioners shall file a voluntary dismissal with prejudice of the action currently pending at the Office of Administrative hearings, bearing file number 16 DHR 5176.

8. Thomas J. Boyce shall be present at the installation of the new drain field construction and shall sign and seal that the new drain field construction was completed in accordance with his design referenced in term 3, above. Immediately upon completion of the terms in the preceding sentence of this paragraph 8, the Respondents shall issue the operations permit.

9. The Petitioners, upon completion of all terms and conditions of this Agreement, waive all claims against the Respondents and their agents or employees related to the design and functioning of the wastewater system referenced in term 3, above.

10. As referenced above in term 6, in consideration of DHHS', on behalf of Respondents, payment to the Petitioners, LTC Solomon Woods and Dr. LaVonda Woods, of the total amount of ten thousand and no/100 dollars (\$10,000.00) and the provisions of this Agreement spelled out herein, the Petitioners, for themselves and their heirs, executors, administrators, successors and assigns, do release and forever discharge all Respondents, specifically including but not limited to DHHS, DENR, Sampson County and Sampson County Health Department, their officers, employees, agents and servants, including but not limited to Ozzie Newson, Dan Holland, Perry Solice, Wanda Robinson, Tim Crissman, and Nancy Deal, officially, individually and otherwise, of and from any, known or unknown, claims, demands, damages, actions, causes of action of whatever kind or nature, for the evaluation, excavation,

preparation or installation or the approval, disapproval, denial, issuance, suspension, revocation of any permits or authorizations in any way connected to, either directly or indirectly, the approval or operation of a wastewater system on Petitioner's property or any adjacent or neighboring property. This release is not intended to and does not release the Respondents from liability for future actions taken by the Respondents other than to Release the Respondents from liability for future actions taken by the Respondents that are specifically required by this settlement Agreement. Rather, this release is intended to release the Respondents from any and all liability for actions taken by the Respondents prior to the execution of this settlement Agreement and to release the Respondents from any and all liability or claims associated with the design and functioning of the wastewater system proposed and to be permitted and installed in accordance with this settlement Agreement. This settlement Agreement is executed by Petitioners with the express intention of effecting extinguishment of any and all rights, claims, demands or obligations which Petitioners have or may have against Respondents on account of, or connected to, the matters referred to herein, except as otherwise specifically set forth in this agreement. This Agreement resolves all matters in controversy between the parties, and the parties agree that no further action shall be taken in any forum based on the actions of either party that are the subject of the dispute between the parties except as set out in this Agreement or as necessary for the enforcement of this Agreement. Notwithstanding any other provision of this settlement Agreement, if any party fails to abide by the terms of this Agreement, any other party shall enjoy any remedy at law to enforce the terms of this Agreement.

11. Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by written instruments signed by the Party against

whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

12. All Parties have had the full benefit of counsel and of representation in the negotiation, preparation, drafting, and execution of this Agreement; all Parties have read and fully understood the provisions of this Agreement prior to its execution and delivery; and each party adopts this Agreement and enters into, executes, and delivers this Agreement as its own and voluntary act with full authority.

13. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future laws, such provision shall be fully severable and the remainder of this Agreement shall continue in full force. In lieu of any severed provision, there shall be added a provision with terms and effect as similar as possible to such illegal, invalid, or unenforceable provision as may be possible, and which is legal, valid, and enforceable.

14. This Agreement may be executed in counterparts. The parties hereto may sign separate signature pages that shall constitute one Agreement binding on all of the signatories hereto, notwithstanding that the signatories are not signing the same page. Facsimile or other electronic copies shall suffice as originals.

15. The parties understand and agree that the provisions of this Agreement are solely by way of compromise of any claims and are not to be construed as an admission of wrongdoing or liability by either party, and that the Respondents and the Petitioners expressly deny any wrongdoing or liability on the part of the Respondents or the Petitioners.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, and intending to be legally bound by a sealed instrument, have executed this Agreement, under seal.

PETITIONERS:

[Signature]
LTC Solomon Woods

Date: 29 AUG-16

[Signature]
Dr. LaVonda Woods

Date: 21 Aug 16

Woods Investment Enterprise, LLC

[Signature]
By: Solomon Woods, Manager

Date: 29 AUG-16

RESPONDENTS:

Sampson County Health Department and
Sampson County Health Department,
Environmental Health Division

[Signature], Health Director
By: 9/15/2016

Date:

North Carolina Department of
Environment and Natural Resources,
Division of Environmental Health

[Signature]
By:

Date:

North Carolina Department of Health and
Human Services, Division of
Environmental Health

[Signature]
By:

Date: 9-15-16

North Carolina Department of Health and
Human Services, Environmental Health
Section

[Signature]
By:

Date: 9-15-16

North Carolina Department of Health and
Human Services, Division of Public Health,
On-Site Water Protection

[Signature]
By:

Date: 9-15-16